

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 19th day of June in the year of our Lord one thousand eight hundred and ninety four between John Cummings and wife Virginia Ann Cummings of Douglas in the County of Douglas and State of Kansas of the first part, and E. F. Menger of the second part,

Witnesseth, That the said party all of the first part in consideration of the sum of Fifty three (\$53.00) DOLLARS, to them duly paid, ~~the receipt of which is hereby acknowledged, half~~ sold and by these presents do ~~grant, bargain, sell and mortgage~~ ^{and convey} to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: 1/2 of Block 18 in that part of the city of Lawrence known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said party all of the first part therein. And the said do hereby covenant and agree that at the delivery hereof the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Fifty three Dollars (\$53.00) according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part:

and this conveyance shall be void if such payment be made as herein specified. But if default be made ~~in said payment~~, or any part thereof, ~~as provided, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable.~~ ^{it shall be lawful for the said party of the second part} his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, ~~appraisal hereby waived or not at the option of the part of the second part~~ ^{executors, administrators or assigns}; and out of all the moneys arising from such sale, to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said party of the first part their heirs and assigns.

In Witness Whereof, The said party all of the first part, hall thereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Geo B. Edgar
N. R. Fisher

John Cummings (SEAL.)
Virginia Ann Cummings (SEAL.)
mark (SEAL.)
(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

On this 19th day of June, A. D. 1894, before me

a Notary Public in and for said County ~~and~~ State, came John Cummings and Virginia Ann Cummings his wife to me personally known to be the same persons, who executed the above instrument, ^{as granted} and duly acknowledged the execution of the same, to be their own voluntary act and deed.

In Witness Whereof, I have hereunto ~~subscribed~~ ^{my name} and affixed my official seal on the day and year last above written.

Commission expires June 14 1897

Recorded June 19 A. D. 1894, at 3³⁰ o'clock P. M.

Geo B. Edgar (Notary Public, Douglas Co. Kas.)
James Brooks (Register of Deeds.)

The following is endorsed on the original instrument.
The note herein described having been paid in full
this mortgage is hereby released, and the said party
sealed discharged. Witness my hand this 18 day of May 1911.
E. F. Menger

Recorded May 18-1911
U.S. Marshal
Register of Deeds
J. H. Miller, B. T. Johnson
Deputy

L.A.